



RECEIVED
MAY 04 2022
BY: YCA
TIME: 8:34

Republic of the Philippines
Supreme Court
Manila

SECOND DIVISION

SPS. GEMA O. TORRECAMPO and
JAIME B. TORRECAMPO
substituted by his heirs namely:
GAIE MARIE T. OUANO, GAIE
ANNAH MARIE T. ARZADON, JEE
JASPER O. TORRECAMPO,
ELSBETH GAIE MARIE O.
TORRECAMPO, and JEE EDEL
O. TORRECAMPO,
Petitioners,

G.R. No. 221845


Present:

PERLAS-BERNABE, S.A.J.,*
HERNANDO,
*Acting Chairperson,***
ZALAMEDA,
ROSARIO, and
MARQUEZ, JJ.

- versus -

WEALTH DEVELOPMENT BANK
CORP.,
Respondent.

Promulgated:

MAR 21 2022 

X ----- X

DECISION

HERNANDO, J.:

This petition for review on *certiorari*¹ seeks the reversal of the May 27, 2015 Decision² and October 6, 2015 Resolution³ of the Court of Appeals (CA) in CA-G.R. CV. No. 04839. The CA Decision affirmed the June 8, 2012 Order⁴ of the Regional Trial Court (RTC), Branch 5 of Cebu City which dismissed petitioners'

* On official leave.

** Per Special Order No. 2882 dated March 17, 2022.

¹ Rollo, pp. 9-52.

² Id. at 56-72. Penned by Associate Justice Jhosep Y. Lopez (now a Member of the Court) and concurred in by Executive Justice Gabriel T. Ingles and Associate Justice Marilyn B. Lagura-Yap.

³ Id. at 74-76.

⁴ CA *rollo*, pp. 45-46. Penned by Judge Douglas A.C. Marigomen.

motion to set aside the extra-judicial foreclosure sale and cancel the writ of possession with prayer for damages for properties covered by Transfer Certificate of Title (TCT) No. 187864, in the name of Gema Ouano Torrecampo, married to Jaime Torrecampo.

Factual Antecedents:

On December 12, 2008, the spouses Gemma and Jaime Torrecampo (spouses Torrecampo) entered into a housing loan agreement⁵ with Wealth Development Bank Corp. (respondent bank). The housing loan agreement was secured by a real estate mortgage⁶ over a property owned by the spouses Torrecampo known as Lot No. 5 of the consolidated subdivision plan PCS-07-005237, covered by TCT No. 187864.⁷ The aggregate amount of the loan is ₱10,500,000.00, evidenced by promissory notes⁸ signed by the spouses Gaie Marie and Daryl Ouano and spouses Richel and Faustino Masong.

Subsequently, the spouses Torrecampo defaulted on the payment of their loan obligation. Thus, respondent bank commenced an action to foreclose the real estate mortgage extra-judicially under the provisions of Act No. 3135,⁹ or an Act to Regulate the Sale of Property under Special Powers Inserted in or Annexed to Real-Estate Mortgages, as amended. A certificate of sale was issued on June 11, 2010 and was duly registered with the Register of Deeds of Cebu City on June 24, 2010.

After the lapse of the one-year redemption period without any attempt on the part of the spouses Torrecampo to redeem the mortgaged property, the ownership of the lot was then consolidated in favor of respondent bank as the purchaser in the auction sale.

On September 1, 2011, TCT No. 187864 in the name of the spouses Torrecampo was cancelled and a new one, TCT No. 107-2011003690, was issued by the Register of Deeds of Cebu City in the name of respondent bank.

When petitioners refused to vacate the property upon respondent bank's demand, the latter filed an ex-parte petition for the issuance of a writ of possession,¹⁰ which was granted by the RTC in an Order¹¹ dated August 25, 2011. On September 30, 2011, a notice to vacate¹² was issued by the sheriff.

⁵ *Rollo*, pp. 174-175.

⁶ *Records*, pp. 27-29.

⁷ *Id.* at 10-11.

⁸ *Rollo*, pp. 93-95, 96-100, and 102-104.

⁹ Entitled "AN ACT TO REGULATE THE SALE OF PROPERTY UNDER SPECIAL POWERS INSERTED IN OR ANNEXED TO REAL ESTATE MORTGAGE." Approved: March 6, 1924.

¹⁰ *Rollo*, pp. 78-84.

¹¹ *Id.* at 120-122.

¹² *Id.* at 124.

In its January 20, 2012 Resolution,¹³ the RTC denied petitioners' motion for reconsideration¹⁴ of the RTC's Order granting the application for a writ of possession. Subsequently, the writ of possession was successfully implemented and the petitioners were evicted from the property as shown in the Sheriff's Return on Writ of Possession and Delivery Receipt.¹⁵

On March 8, 2012, the petitioners filed a motion to set aside the extra-judicial foreclosure sale and cancel the writ of possession with prayer for damages¹⁶ on the ground that there was no violation of the mortgage contract. Petitioners argued that: (1) the agreed maturity date of the loan has not yet arrived; (2) the term loan agreement, the real estate mortgage contract, the promissory notes and the disclosure statement of loan/credit transaction did not provide for the amount of the monthly amortizations; and (3) no demand letter or statement of account of any amount payable for any given month was sent at their address.

Further, they alleged that the extra-judicial foreclosure sale did not conform to the prescribed procedures as no notice was sent at their given address. Also, petitioners averred that the respondent bank's ex-parte petition for writ of possession is fatally defective as it contains no allegation as to the posting and publication of the first and second notices of extra-judicial foreclosure sale, nor the sending of such notices at their given address. Lastly, petitioners contended that they suffered damages arising from the extra-judicial foreclosure of their property and their eviction therefrom, which were both improper, unjust and oppressive.¹⁷

On March 26, 2012, respondent bank countered in its comment and/or opposition¹⁸ that there was no violation of the real estate mortgage contract. The contract contains an acceleration clause to the effect that in any event of default, the entire obligation immediately becomes due and payable. Thus, as a consequence of such default, the mortgagee has the right to foreclose the mortgage, to have the property seized and sold, and to apply the proceeds to the obligation. They followed the requirements on posting and publication of the notice of extra-judicial foreclosure under Act No. 3135. Finally, whatever damages petitioners may have suffered were due to their own acts.

Ruling of the Regional Trial Court:

On June 8, 2012, the RTC issued an Order¹⁹ denying petitioners' motion to set aside the extra-judicial foreclosure sale and cancel the writ of possession with

¹³ Id. at 145-147.

¹⁴ Id. at 125-134.

¹⁵ Id. at 148-149.

¹⁶ Id. at 151-166.

¹⁷ Id. at 155-164.

¹⁸ Id. at 60.

¹⁹ CA *rollo*, pp. 45-46.

prayer for damages. The RTC ruled that proceedings for the issuance of the writ of possession are non-litigious in nature such that the court will not delve into the merits of the petition. The pertinent portions of the Order read thus:

In fact, the issuance of the writ of possession to a purchaser in an extra-judicial foreclosure is summary and ministerial in nature as such proceeding is merely an incident in the transfer of the title. The trial court does not exercise discretion in the issuance thereof. x x x

WHEREFORE, finding the instant motion to be bereft of merit, the same is hereby DENIED.

Notify parties and counsels accordingly.

SO ORDERED.²⁰

In an Order²¹ dated July 23, 2012, the RTC gave due course to petitioners' notice of appeal. Thus, the records of the case were elevated to the CA.

Ruling of the Court of Appeals:

In a Decision dated May 27, 2015, the CA denied the petitioners' appeal on the ground that the provisions of Act No. 3135, particularly Section 8, are only applicable until the period of redemption. Once redemption lapses and consolidation of the purchaser's title ensues, Act No. 3135 is not applicable anymore. Thus, petitioners' recourse to the law is misplaced. The Decision reads in part:

In the present case, it is evident that the [petitioners] failed to redeem the mortgaged property within the period of redemption and consequently, the ownership over the property was consolidated in favor of the bank. Afterwards, a corresponding writ of possession was issued by the trial court after the redemption period. However, the [petitioners] still availed of the remedy under Section 8 of Act No. 3135 which is misplaced. x x x

x x x x

Therefore, the denial of [petitioners'] motion was proper albeit on a different ground than that relied upon by the trial court. Having ruled that the recourse taken by the [petitioners] was improper, it follows that there is no more need to resolve the issues advanced by them.

WHEREFORE, premises considered, the instant appeal is DENIED. The Order of the Regional Trial Court, Branch 5 of Cebu City, dated 8 June 2012, dismissing [petitioners'] Motion to Set Aside the Extra-judicial Foreclosure Sale and Cancel the Writ of Possession with prayer for Damages is hereby AFFIRMED.

SO ORDERED.²²

²⁰ Id. at 45.

²¹ Records, p. 178.

²² Rollo, pp. 70-71.

h

Issues

I.

Whether or not the CA erred in retroactively applying the new doctrine laid down by the Supreme Court in *680 Home Appliances, Inc. vs. The Honorable Court of Appeals, et al.*, G.R. No. 206599, September 29, 2014 despite the settled doctrine that when a doctrine of the Supreme Court is overruled and a different view is adopted, the new doctrine should be applied prospectively and should not apply to parties who had relied on the old doctrine and acted on the faith thereof.

II.

Whether or not the CA erred in choosing to apply the new doctrine laid down by a Division of the Supreme Court in *680 Home Appliances, Inc. vs. The Honorable Court of Appeals, et al.*, G.R. No. 206599, September 29, 2014 over the doctrine previously laid down by another Division of the Supreme Court in *Eligio P. Mallari vs. Banco Filipino Savings & Mortgage Bank*, G.R. No. 157660, August 29, 2008 despite the Constitutional provision that “No doctrine or principle of law laid down by the Court in a Decision rendered *en banc* or in division may be modified or reversed except by the court sitting *en banc*” and in spite of the fact that the *Mallari* precedent is more in accord with fair play.

III.

Whether or not the CA erred in not ruling that the lower court erred in denying petitioners’ Motion (to Set Aside the Extra-Judicial Foreclosure Sale and Cancel the Writ of Possession with Prayer for Damages) without delving into the merits of the question on the propriety of the foreclosure[.]

IV.

Whether or not the CA erred in not ruling that the lower court erred in failing to find that the extra-judicial foreclosure sale did not conform with the prescribed procedure despite the fact that no written notice (of the application for extra-judicial foreclosure and the subsequent foreclosure sale) was ever sent to petitioners in spite of it being required by the terms of the mortgage contract and the prevailing jurisprudence interpreting Act No. 3135, as amended by Act No. 4118 and as interpreted by the Supreme Court[.]

V.

Whether or not the CA erred in not ruling that the lower court erred in failing to find that there was no violation of the mortgage contract that would warrant the extra-judicial foreclosure of the mortgage property despite the fact that a.) the agreed maturity date of the loan has not arrived; b.) the term loan agreement, real estate mortgage, promissory notes and even the disclosure statement of loan/credit transaction did not provide how much is the monthly amortization; c.) no demand letter, statement of account or any written notice of any amount payable for any given month was sent to petitioners[.]

VI.

Whether or not the CA erred in not ruling that the lower court erred in failing to find that the respondent's Ex-Parte Petition for Writ of Possession is fatally defective despite respondent's failure to allege essential facts and to include or introduce important documents[.]

VII.

Whether or not the CA erred in not ruling that the lower court erred in failing to find that petitioners suffered damages arising from the extra-judicial foreclosure of their property and their eviction therefrom despite the fact that the circumstances of this case and the law justify an award for damages[.]²³

Our Ruling

The issues raised by petitioners can be summarized in one question: Did the CA err in **not** applying the provisions of Act No. 3135 to the case at bar?

The Court answers in the negative. The CA did not err in **not** applying the provisions of Act No. 3135 in its Decision.

**Act No. 3135 only applies when
the one-year redemption period
has not yet lapsed.**

The general rule is that in extra-judicial foreclosures, a writ of possession may be issued to the purchaser in two different instances, and based on two different sources: (1) within the redemption period, in accordance with Act No. 3135, particularly Section 7, as amended; and (2) after the lapse of the redemption period, based on the purchaser's right of ownership.²⁴

²³ Id. at 19-21.

²⁴ *PCI Leasing and Finance, Inc. v. Sps. Gutierrez*, G.R. No. 182842 and 199393, September 4, 2019, citing *680 Home Appliances, Inc. v. Court of Appeals*, 744 Phil. 481, 491-492 (2014).

In the first instance, Section 7²⁵ of Act No. 3135 provides that the purchaser in a foreclosure sale may apply for a writ of possession by filing an *ex parte* motion under oath. The provision also requires that a bond be furnished and approved, and no third person is involved.²⁶

On the other hand, Section 8 of the same Act, as amended, provides the remedy available to the debtor, that is, the opportunity to contest the transfer of possession but **only within the period of redemption**, to wit:

Sec. 8. The debtor may, **in the proceedings in which possession was requested**, but not later than thirty days after the purchaser was given possession, petition that the sale be set aside and the writ of possession cancelled, specifying the damages suffered by him, because the mortgage was not violated or the sale was not made in accordance with the provisions hereof, and the court shall take cognizance of this petition in accordance with the summary procedure provided for in section one hundred and twelve of Act Numbered Four hundred and ninety-six; and if it finds the complaint of the debtor justified, it shall dispose in his favor of all or part of the bond furnished by the person who obtained possession. Either of the parties may appeal from the order of the judge in accordance with section fourteen of Act Numbered Four hundred and ninety-six; but the order of possession shall continue in effect during the pendency of the appeal. (Emphasis supplied)

Under the second instance, which is what happened in the case at bar, a writ of possession may also be issued after consolidation of ownership of the property in the name of the purchaser or, in this case, the respondent bank. The purchaser becomes the absolute owner of the property purchased in the foreclosure sale, if it is not redeemed during the one-year period after the registration of the sale.

²⁵ Section 7 of Act No. 3135, as amended by Section 2 of Act No. 4118, reads:

Sec. 2. The following three sections are hereby inserted after section six of said Act Numbered Thirty-one hundred and thirty-five:

Sec. 7. In any sale made under the provisions of this Act, the purchaser may petition the Court of First Instance of the province or place where the property or any part thereof is situated, to give him possession thereof during the redemption period, furnishing bond in an amount equivalent to the use of the property for a period of twelve months, to indemnify the debtor in case it be shown that the sale was made without violating the mortgage or without complying with the requirements of this Act. Such petition shall be made under oath and filed in form of an *ex parte* motion in the registration or cadastral proceedings if the property is registered, or in special proceedings in the case of property registered under the Mortgage Law or under section one hundred and ninety-four of the Administrative Code, or of any other real property encumbered with a mortgage duly registered in the office of any register of deeds in accordance with any existing law, and in each case the clerk of the court shall, upon the filing of such petition, collect the fees specified in paragraph eleven of section one hundred and fourteen of Act Numbered Four hundred and ninety-six, as amended by Act Numbered Twenty-eight hundred and sixty-six, and the court shall, upon approval of the bond, order that a writ of possession issue, addressed to the sheriff of the province in which the property is situated, who shall execute said order immediately.

x x x.

²⁶ *Supra* note 24, citing *Sps. Tolosa v. United Coconut Planters Bank*, 708 Phil. 134, 141 (2013).

After consolidation of ownership in the purchaser's name and issuance of a new TCT, possession of the land too becomes an absolute right of the purchaser.

Thus, the issuance of the writ of possession to the purchaser, upon proper application and proof of title, merely becomes a ministerial duty of the court which cannot be enjoined or restrained, even by the filing of a civil case for the declaration of nullity of the foreclosure and consequent auction sale. Any question regarding the regularity or validity of the mortgage or its foreclosure cannot be raised as a justification for opposing the issuance of the writ.

In the case at bar, the respondent bank registered the foreclosure sale on June 24, 2010. After the lapse of one year or after June 24, 2011, the provisions of Act No. 3135 no longer applied to the parties. The respondent bank became the absolute owner of the subject property as a matter of right. In line with this, the writ of possession was issued as a ministerial duty of the trial court. It was issued to the respondent bank as a matter of right, a mere incident of the bank's ownership, and **not** in accordance with the remedy provided under Section 8.

The CA was correct when it ruled that:

[T]he [petitioners] failed to redeem the mortgaged property within the period of redemption and consequently, the ownership over the property was consolidated in favor of the bank. Afterwards, a corresponding writ of possession was issued by the trial court after the redemption period. However, the [petitioners] still availed of the remedy under Section 8 of Act No. 3135 which is misplaced. x x x [T]he provisions of Act No. 3135, particularly the remedy provided under Section 8 thereof, apply only during the period of redemption. After the lapse of the redemption period and the title of the purchaser is consolidated, Act No. 3135 finds no application.²⁷

The two cases mentioned by petitioners are not in conflict with each other.

To further explain the limitations of Act No. 3135, the CA relied on the case of *680 Home Appliances, Inc. v. Court of Appeals*²⁸ (*680 Home Appliances, Inc.*) in its ruling, in this wise:

In a number of cases decided by the Supreme Court, it declared that Section 8 of Act No. 3135 is the available remedy to set aside a writ of possession, without considering whether the writ involved in each of these cases was issued during or after the lapse of the redemption period. However, in the recent case of *680 Home Appliances, Inc. v. The Honorable Court of Appeals, et. al.*, the Supreme Court re-evaluated the aforesaid cases and concluded that there is a necessity to make a distinction and clarify when the remedy under Section 8 of Act No. 3135 may be availed of.

²⁷ *Rollo*, p. 70.

²⁸ 744 Phil. 481-496 (2014).

x x x x

The Supreme Court in the above-cited case made the following novel pronouncements:

Act No. 3135 governs only the manner of the sale and redemption of the mortgaged real property in an extra-judicial foreclosure; proceedings beyond these, i.e., upon the lapse of the redemption period and the consolidation of the purchaser's title, are no longer within its scope. This is apparent from Section 1 of Act No. 3135, x x x.

x x x x

In fact, the nine (9) sections of Act No. 3135 pertain to the proceedings governing extra-judicial foreclosures, from the conduct of the foreclosure sale up to the exercise of the right of redemption. Our reading of Act No. 3135, therefore, should be consistent with the law's limited coverage.²⁹ (Emphasis supplied)

However, petitioners contend that the *680 Home Appliances, Inc.* case does not apply to them because it was decided in 2014, or four years after the subject dispute. Petitioners allege that the aforesaid case upholds a new doctrine and should only be applied prospectively. Instead, petitioners claim that the pronouncements in the earlier case of *Mallari v. Banco Filipino Savings & Mortgage Bank*³⁰ (*Mallari*) should apply to them.

The Court disagrees. Not only are the doctrines of the two cases consistent with each other, the set of facts and issues of the *Mallari* case are totally different from the set of facts and issue of the case at bar. Briefly, the set of facts and issue of the *Mallari* case are as follows:

Petitioner [Mallari] obtained a loan from Banco Filipino Savings and Mortgage Bank (respondent) and as security therefor, he executed a Deed of Mortgage over a parcel of land located in Pampanga. Due to his failure to pay the loan, respondent extra-judicially foreclosed the mortgaged property. Respondent was the highest bidder at the public auction sale, and the Certificate of Sale issued in its favor was annotated on the title of the subject property on May 20, 1999. Petitioner failed to redeem said property within the redemption period which expired on May 20, 2000. Respondent then consolidated its title to the foreclosed property. Petitioner's certificate of title to the property was cancelled and a new one was issued in the name of respondent on August 30, 2000.

Thereafter, on January 18, 2001, respondent filed with the Regional Trial Court (RTC) an *Ex-Parte Petition for the Issuance of Writ of Possession under Act No. 3135*. **On March 22, 2001, petitioner filed a Motion to Dismiss/Opposition to Petition, alleging that there was still a pending action between the parties for declaration of nullity of the extra-judicial foreclosure proceedings which**

²⁹ *Rollo*, pp. 64-66.

³⁰ 585 Phil. 657-666 (2008).

was filed as early as May 16, 2000. Nevertheless, on May 18, 2001, the RTC issued an Order granting respondent's petition for issuance of a writ of possession. Petitioner's motion for reconsideration was denied.

Aggrieved, petitioner filed a petition for *certiorari* with the CA. On March 14, 2003, the CA promulgated the herein assailed Decision dismissing the petition for lack of merit, ruling that under the law, the purchaser in the foreclosure sale should be placed in possession of the property without delay, and that it was the ministerial duty of the courts to uphold the mortgagee's right to possession even during the redemption period. **The CA added that an appeal, which was available to petitioner, was the appropriate remedy, and therefore, he could not avail himself of the writ of *certiorari*.**³¹ (Emphasis supplied)

Firstly, in the *Mallari* case, the action for the declaration of nullity of the extra-judicial foreclosure proceedings was filed prior to the lapse of, or within, the redemption period.

Second, the issue in the *Mallari* case deals with the propriety of a petition for *certiorari* remedy under Rule 65 vis-à-vis an ordinary remedy of appeal mandated under Section 8 of Act No. 3135 in the case at bar.

Third, the *Mallari* ruling is not in conflict but is rather reinforced by and is in consonance with the doctrine laid out in the *680 Home Appliances, Inc.* case. Petitioners quoted in piecemeal the discussion in *Mallari* in order to tailor fit and interpret the case to their advantage. However, both the *Mallari* and *680 Home Appliances, Inc.* cases clarify that the writ of possession the debtor may petition to set aside under Section 8 of Act No. 3135 undoubtedly refers to the one issued pursuant to Section 7 of the same law during the redemption period. Both cases emphasize that Section 8 cannot apply to the debtor when the redemption period has already expired, and the purchaser in the foreclosure sale has already consolidated his ownership over the property and moved for the issuance of the writ of possession.

The CA was thus correct in ruling that petitioners' proper recourse should have been to file a separate action in another proceeding, to wit:

The proper recourse is for Respondents-Appellants to file a separate action in another proceeding, like for instance, an action for recovery of ownership, for annulment of mortgage and/or annulment of foreclosure as the Supreme Court pointed out in the aforementioned case. They cannot anymore avail of the remedy provided under Section 8 of Act No. 3135 as the redemption period has already lapsed. Respondents-Appellants' case can be properly threshed out in a separate proceeding where it will be tried on the merits and the parties will be afforded an opportunity to present their respective evidence in support of their allegations.³²

³¹ Id. at 657.

³² *Rollo*, p. 71.

Petitioners are not entitled to damages.

Since petitioners failed to prove any of their claims, they cannot therefore be entitled to damages in any form, whether actual, moral or exemplary.

The Court has consistently ruled that there must be pleading and proof of actual damages suffered for the same to be recovered. Self-serving statements of account are not sufficient basis for an award of actual or compensatory damages.³³ Here, petitioners failed to prove with a reasonable degree of certainty that they lost an actual pecuniary amount. Petitioners cannot obtain compensation for their own wrongdoing.

Petitioners cannot recover moral damages either. According to Article 2217 of the Civil Code, moral damages are meant to compensate the claimant for any physical suffering, mental anguish, fright, serious anxiety, besmirched reputation, wounded feelings, moral shock, social humiliation and similar injuries unjustly caused. Such damages, to be recoverable, must be the proximate result of a wrongful act or omission, the factual basis for which must be satisfactorily established by the aggrieved party, in this case, petitioners.³⁴ Since no wrongful act or omission was proven to be committed by respondent bank, petitioners cannot claim moral damages.

Finally, petitioners are not entitled to exemplary damages also, in the absence of wanton, fraudulent, reckless or oppressive acts on the part of respondent bank.³⁵

WHEREFORE, the petition for review on *certiorari* is **DENIED**. The May 27, 2015 Decision and the October 6, 2015 Resolution of the Court of Appeals in CA-G.R. CV No. 04839, which affirmed the Order of the Regional Trial Court, Branch 5 of Cebu City, dismissing petitioners' motion to set aside the extra-judicial foreclosure sale and cancel the writ of possession with prayer for damages, are hereby **AFFIRMED**.

³³ *Oceaneering Contractors (Phils.), Inc. v. Barretto, doing business as N.N.B. Lighterage*, 657 Phil. 607, 617 (2011).

³⁴ *Mercado v. Ongpin*, G.R. No. 207324, September 30, 2020.


³⁵ Article 2208 of the Civil Code states, in part:

Art. 2208. In the absence of stipulation, attorney's fees and expenses of litigation, other than judicial costs, cannot be recovered, except:

(1) When exemplary damages are awarded;

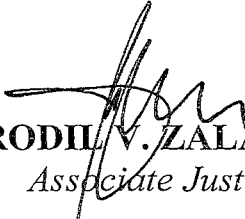
x x x x


SO ORDERED.



RAMON PAUL L. HERNANDO
Associate Justice

WE CONCUR:

On official leave.
ESTELA M. PERLAS-BERNABE
Senior Associate Justice


RODIL V. ZALAMEDA
Associate Justice


RICARDO R. ROSARIO
Associate Justice


JOSE MIDAS P. MARQUEZ
Associate Justice

ATTESTATION

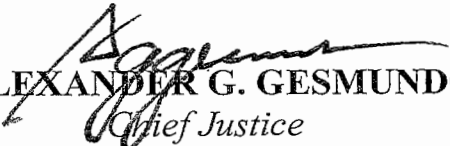
I attest that the conclusions in the above Decision had been reached in consultation before the case was assigned to the writer of the opinion of the Court's Division.



RAMON PAUL L. HERNANDO
Associate Justice
Acting Chairperson

CERTIFICATION

Pursuant to Section 13, Article VIII of the Constitution and the Division Acting Chairperson's Attestation, I certify that the conclusions in the above Decision had been reached in consultation before the case was assigned to the writer of the opinion of the Court's Division.



ALEXANDER G. GESMUNDO
Chief Justice

